

***Appendix J: Plaintiffs' Proposed Special Verdict Forms for
Breach of Implied Warranty of Merchantability***

Set forth below are suggested interrogatories that would be presented on Special Verdict Forms at Trial. This form is meant to be illustrative only, and not comprehensive. Plaintiffs may suggest changes to the special interrogatories herein. Moreover, the absence of any claim or state from the suggested classes is not intended to constitute a waiver of any claims currently, or in the future, brought in this action.

I. MAGNUSON-MOSS IMPLIED WARRANTY CLASS

THE UCC'S BASIC TEST

An implied warranty of merchantability is implied in a contract for the sale of goods if the seller is a merchant with respect to goods of that kind.¹

Some states (Colorado, Michigan, Missouri, New Jersey, Pennsylvania, Texas, and Wyoming) incorporate the UCC's definition of implied warranty.

Plaintiffs claim that FCA breached the implied warranty of merchantability.

Do you find by a preponderance of the evidence the following:

(i) **Did FCA make or sell the Class Vehicles?**

Yes No

(ii) **Were plaintiffs foreseeable users of the Class Vehicles?**

Yes No

(iii) **Were the Class Vehicles not merchantable (i.e. defective) at the time they left FCA's possession?**

Yes No

(iv) **Did FCA's breach of implied warranty cause plaintiffs to lose money or suffer damages?**

Yes No

¹ UCC § 2-314.

(v) **Did FCA have notice of the loss or damages to plaintiffs after the breach within reasonable time?**

Yes No

(vi) **Have Plaintiffs proved by a preponderance of the evidence the amount of money lost as a result of FCA's conduct?**

Yes No

If "yes," complete the following blank: The [Court/Jury] finds that the appropriate amount of restitution for Plaintiffs and the Magnuson-Moss Implied Warranty Class is \$_____. (If you answered "no," do not complete the blank.)

II. CALIFORNIA SONG-BEVERLY IMPLIED WARRANTY CLASS

BASIC TEST

Warranties in connection with the sale of goods to consumers in California are governed by the Song-Beverly Consumer Warranty Act.²

Plaintiffs claim that FCA breached the Song-Beverly implied warranty of merchantability.

Do you find by a preponderance of the evidence the following:

(i) **Did FCA make or sell the Class Vehicles?**

Yes No

(ii) **Were plaintiffs foreseeable users of the Class Vehicles?**

Yes No

(iii) **Were the Class Vehicles not merchantable (i.e. defective) at the time they left FCA's possession?**

Yes No

(iv) **Did FCA's breach of implied warranty cause plaintiffs to lose money or suffer damages?**

Yes No

(v) **Have Plaintiffs proved by a preponderance of the evidence the amount of money lost as a result of FCA's conduct?**

Yes No

If "yes," complete the following blank: The [Court/Jury] finds that the appropriate amount of restitution for Plaintiffs and the California Song-Beverly Implied Warranty Class is \$_____.

(If you answered "no," do not complete the blank.)

² Cal. Civ. Code § 1790 *et. seq.*

II. LOUISIANA REDHIBITORY DEFECTS WARRANTY CLASS

BASIC TEST

Louisiana has not adopted the UCC. Instead, Louisiana maintains that a seller warrants the buyer against redhibitory defects.

Plaintiffs claim that FCA breached the Louisiana's warranty against redhibitory defects.

Do you find by a preponderance of the evidence the following:

(i) **Did FCA make or sell the Class Vehicles?**

Yes No

(ii) **Were the Class Vehicles so imperfect that had the reasonable plaintiff known of the Defect, he or she would not have purchased the Class Vehicle or would have only purchased the Class Vehicle at a lower price?**

Yes No

(iii) **Did FCA have notice of the injury or damages to plaintiff and an opportunity to repair?**

Yes No

(iv) **Did FCA's breach of Louisiana's warranty against redhibitory defects cause plaintiff to lose money?**

Yes No

(v) **Has Plaintiff proved by a preponderance of the evidence the amount of money lost as a result of FCA's conduct?**

Yes No

If "yes," complete the following blank: The [Court/Jury] finds that the appropriate amount of restitution for Plaintiff and the Louisiana Redhibitory Defects Warranty Class is \$_____. (If you answered "no," do not complete the blank.)